G. R. S. 59]

GENERAL AND REVENUE SECRETARIAT.

1904
(Muzrai)

File No. 199

Serial Nos.

Papers Filed.

Month Nov. 1907

SUBJECT.

Transfer of the Khata of an inam land on
in the name of the Nagalamma Devarmakeyedeu
the Mudigere Tk & Messrs Arbuthnot & Co on the
existing gods —

PREVIOUS REFERENCES.	LATER REFERENCES.
	J. no 733-08
	J. no. 387-11

11]

1904

GENERAL AND REVENUE SECRETARIAT.

(Judicial)

NOTES.

File No. 199-04.

FILE HEADING

re the transfer of the khatè of an inamdar Messrs Arbuthnot & Co. on the existing footing

From The Dy. Commissioner, Kadur Dt.

No. 632 Dated 19.5.1905 Received

Diary No. 4304 Enclos. Spare Copies. Serial No. 1

BRIEF ABSTRACT OF LETTER

Solicits early orders in the matter of the transfer of khatè of Survey No. 9 of Yeddur Village which is a portion of Inam to Messrs Arbuthnot & Co, on the existing footing.

NOTES AND ORDERS.

Sl 2. Lo. The Dy. Comm^r, Kadur Dt.

No 4287 dy 23.5.1905.

Calls for certain further information as to how one Rangiah Hebbar came to be in possession of the said inam land

NOTES—First Sheet.

GPB—10,000 2/6 11

MUZRAI SECRETARIAT

OFFICE NOTE.

File No.

SUBJECT.

In re the transfer of the Khata of an inam land to Messrs Arbuthnot & Co. on the existing Jodi.

From

The Dy Commissioner, Kadur District

No. 261 Dated 28th Sept. 1905.

During the Inam Settlement 1874, certain lands which existed the names of one Nanjapah, were confirmed free as Devadaya to Jodoo Nagalamma Devaru in the Mudgere Taluk. One Syanthappa appears to have been in possession of the inam land for about 3 years, that from time to time about the year 1893 his Gomastha who was then managing the lands, sold one acre out of it to the late Ranjiah Hebbar. Under a deed of mortgage dated 18th

ide Inam Extract Class B.

Comm's letter No. 163 8/24. 8 05. Report Papers under disposal.

File No. of Muzrai Secretariat

1st February 1893, Ramaiah Hebbar mortgaged one acre of the inam lands - Kig Sur: No 9 - to Messrs Arbuthnot & Co. On account of the mortgage debt due, a suit was filed & in O.S. No 65 of 1895-96 on the file of the District Court Shimoga, it was decreed that the whole Sur No 9, measuring 7 acres, 20 guntas, was liable & this decree was upheld by the Chief Court & by order of the Dt. Court, this land together with other private lands were directed to be sold & was purchased by Messrs Arbuthnot & Co for Rs 220. It has however since been ascertained that only one acre out of Sur: No 9 was mortgaged & that the remaining extent was erroneously brought up for sale.

The decree & the Court's certificate of sale are subtd. Flags E.

D. 28 9.05 Flag D

Mr Strickland, the Agent of Messrs Arbuthnot & Co. applied to the Dy Commr for the transfer of the Khata of one acre of land to the name of the Company & to the refund of the proportionate amount

Muzrai Secretariat. | File No. of 190

of Rs 190-10-8 on the remaining extent erroneously included in the Plaint & sold by the Court. Only one acre out of the total extent of Sur: No 9 has been delivered by Mr Strickland by the Court Amin. Mr M. Narain Rao pointed out to him that the land was temple inam & that the patta could not therefore be transferred to the company's name.

His letter dy 12th June 1905. Pleas 7

Mr Strickland in reply informed the Dy Commr that all the formalities required by law were observed & in due course the sale was confirmed by the Court & that it was therefore not competent to Govt to ignore the decree of the Chief Court and that he has received instructions from Messrs Arbuthnot & Co. who are in legal & rightful possession of the land that their possession must be

File No. of 190 | Muzrai Secretariat.

considered good until the Sale Proceedings are set aside by a regular suit, but that however, they are willing ~~to accept~~ to relinquish the remaining extent of the inam upon repayment to them of the proportionate amount, Viz Rs 090-10-8.

Mr. Chengiah Chetty, Dy Commr. agrees with his predecessor in that, that no inam land endowed to a temple could be alienated & sold for private debts & solicits final orders of Govt in the matter, for communication to Mr. Strickland

Letter No 463.
Paper under disposal

It will be observed that the ~~observations~~ mortgage & subsequent sale of the aforesaid inam land is an alienation within the meaning of the terms of Notfn No 966 of 17th Nov. 877, and as the Devadaya inam

Printed Copy put up
Flag G

Muzrai Secretariat. | File No. of 190

appears to have been alienated about the year 1893, it falls under clause B of Rule II of the said rules which has the force of law, by which it is liable, after due notice, to be summarily resumed & restored to the deity concerned

But the provisions aforesaid cannot be indiscriminately given effect to as in this case the Dharmadar (Inamdar) is himself the chief offender. It is perhaps just to compel the manager to compensate the Company, but the former says that he had no knowledge of the sale of the lands. If however, the land is resumed & fully assessed, the temple will be a loser.

(Reference is invited to the Rule printed on page 215 in the Revenue Manual)

Submitted with a draft
Issue
11/11/05
19/10/05

File No. of 190 | Muzrai Secretariat.

Note contd:—

In reply to the further enquiry ordered on the previous page of this note, the Dy Commr., reports that Santappa is unwilling to pay the full purchase money but that he would pay Rs 25 & redeem one acre mortgaged to the Company & refuses to give up the remaining portion which has been long in his possession. Mr. Stickland agrees to give up the land on payment of the money paid by them. The income from the land is reported to be 30 Kandies on the whole extent & 6 on the 1 acre, each Kandy being valued at about 1 Re. Puja is reported to be conducted as per manual. The Dy Commr is of opinion that as the land is a Devadaya one it is not—

Muzrai Secretariat. | File No. of 190

alienable and that therefore Santappa cannot be compelled to redeem it.

Submitted 4/2/1906 } The circumstances of the case when briefly explained to are as follows:-

Out of 7 Acres 20 guntas, which is the total extent of S. No 9 belonging to the temple, one acre was mortgaged to messrs Subbaiah & Co but instead of this only one acre being sold by the Court, the whole extent was sold and purchased by messrs Subbaiah & Co for Rs 220. Properly speaking, therefore, the purchasers must have been in possession and enjoyment of the whole extent, but it appears that they were given possession of only one acre why they did not protest against this

File No. of 190 | Muzrai Secretariat.

procedure is not understood —

The remaining extent is unauthorizedly being enjoyed by Sankappa and it is not clear why messrs Subbanna-deo who have paid the purchase money for the full extent, have kept quiet in this instance.

Sankappa is reported to have not paid the ground amount even for the last 5 or 6 years —

Since the whole number was sold by order of the Court and purchased by messrs Subbanna-deo the temple lost its property and Sankappa must have nothing to do with this land - If he wants to retain it for the benefit of the temple, he can do so by payment of Rs 190-10-8 to messrs Subbanna-deo, who will even then relinquish only 6 acres 20 guntas in favour of

Muzrai Secretariat. | File No. of 190

of the temple and not the remaining one acre which was originally mortgaged to them -

The present difficulty has arisen, because nobody protested against the sale of the Devadaya land at the time when the sale took place -

Submitted

RS
10/3/06

For a draft as per rules
Attested by me
in person.
23.4.1906

Draft submitted to the Devan

RS
23/4/06

Read
27 4 06.

Salute there to the 2nd Councillor
24.4.1906

Draft approved
28/4/06

Read
4/5/06

5.5.1906

595
6/5/06

Draft approved by the Devan

Submit

RS
12/5/06

MGCPB—3,500—15-10-04.

Muzrai Secretariat. | File No. of 190

Note continued

The draft approved by the Dewan was accordingly issued

(Paper under disposal) — Mr Strickland, agent of messrs Arbuthnot and Co has appealed against the Government order conveyed in the draft

He enumerates the circumstances under which the land in question came to the possession of messrs Arbuthnot and Co. He states that a portion (one acre) of Survey No 9 of Yedur Village, Mudigere Taluk, Kadur Dist was montagaged to the Company by the late Rangiah Hebbar under the Deed of Montgage dated the 1st February 1893, That it is not upon record, or known, how or when Rangiah Hebbar acquired this land, That it is now claimed by the Kalasa temple and by Government acting in its behalf, That the Dist

GPB—3,000—22-6 06

Muzrai Secretariat. | File No. of 190

Note continued

The draft approved by the Dewan was accordingly issued

Mr Strickland, agent of Messrs Arbuthnot and Co. has appealed against the Government order conveyed in the draft.

(Paper under disposal)

He enumerates the circumstances under which the land in question came to the possession of Messrs Arbuthnot and Co. He states that a portion (one acre) of Survey No. of Yedur Village, Mudigere Taluk, Kadur Distt. was montagaged to the Company by the late Rangiah Hebbar under the Deed of Mortgage dated the 1st February 1893, That it is not upon record, or known, how or when Rangiah Hebbar acquired this land, That it is now claimed by the Kalasa temple and by Government acting in its behalf, That the whole

Survey number is Dedadaya Inam. He argues that if it is admitted that this is so, it has not yet been competently decided that Rangiah Hebbar had not acquired a valid title to the portion montgaged by him. He further states that Government were aware of the alienation of the Devadaya Inam for the past 12 years; that after the death of Mr. Rangiah Hebbar in 1895, when Govt. took action for the protection of his minor son, they filed inventories including among other landed properties, this portion of Survey No. 9 of Yedur; that a list showing what lands had been montgaged to messrs Arbuthnot and Co by Rangiah Hebbar was prepared which includes the land in question; and as such it is not open to Govt. to plead that

Muzrai Secretariat. | File No. of 190

it is contrary to their standing orders.
He represents that in the O S no 65 of 1895-6
on the file of the District Court at Shimoga.
this portion of Survey no. 9 was included
in the Plaint Schedules and the decree,
made it liable for the mortgage debt,
that the decree was upheld on appeal
~~to~~ in the Chief Court; that under the
order of the District Court in Execution
proceedings, this portion of the Survey
number together with the other lands
was directed to be sold; that all formali-
ties required by law as to Proclamations
and Notifications were duly observed
and the temple authorities and the
Govt. were legally ~~notified~~ intimated that this
portion would be sold; that the lands
were purchased by the Company for
Rs 220/-, and ~~argues~~ that thereby

GPB—3,000—22-6 06

File No. of 190 | Muzrai Secretariat.

Muzrai Secretary's Remarks:-

The decision already given in this case in Govt. Pro. No. 5326 dated 14th May 1906, is no doubt technically correct under the Alienation Rules of 1877, but Mr. Strickland's arguments also appear to deserve some consideration. He says that the land was sold at a proper Court sale, that no one objected to the sale on the ground of the Devadeya nature of the inam, that Messrs Arbuthnot & Co purchased the land for valuable consideration at the Court sale and that they are entitled to be compensated before the land is taken away from them. It is my humble opinion that the Company should in fairness be paid the sum of Rs. 220/- for which they bought in the land.

The Govt. Order No. 7704-1?/864 dated 5th January 1865, an abstract of which is printed at page 20 of the accompanying book called "Muzrai Memorandum", provides for compensation being given by the alienors

Exhibit X

Exhibit J

Muzrai Secretariat. | File No. of 190

to purchasers or mortgagees who had obtained the lands through ignorance for valuable consideration and I am of the humble opinion that the present case falls within the scope of that Order.

The next question is who is to pay the sum of Rs. 220/- to Messrs. Arbuthnot & Co. The original alienor of the land was one Manjappa who had the management of the temple and its endowments. The person now in possession of the temple lands is one Santappa who is managing the temple affairs as Vahivatdar. It seems he is willing to pay only Rs. 25 and nothing more. I think that he should be made to pay the whole sum of Rs. 220 and if he does not agree, his management of the temple and of its other endowments should be taken away from him. If for any reason such as long enjoyment, it be not possible to oust the Vahivatdar, the land purchased by Messrs Arbuthnot & Co. will have

17

File No. of 190 | Muzrai Secretariat.

to be resumed and brought under full assessment and left with Messrs Arbuthnot & Co. In that case, the temple will lose the land altogether.

This cannot be allowed
16/1/07
31/1/07

3/9
Submitted to the Dewan through the 2nd (T.)

Mr Chandra Sekhara Rao
30/1/07

Mr Strickland's contention is not altogether untenable The amount of purchase money should in fairness be refunded to him. This must come out of the Kalasa Temple funds (which are in a prosperous state) in the first instance and then it should be recovered from Sanyasappa if possible

Mr Kittu Ammagiel.
2/2/07

Submitted to the Dewan
1/2/07
Dr 1/2/07

3598
1.2.07

Muzrai Secretariat. | File No. of 190

The Dewan would like to have consulting Govt advocate if necessary, a note, as to the legal rights conveyed by the Civil court sale. also to whether Govt is under any legal liability to compensate messrs Arbuthnot & Co

B-O
C&B
3/4/07

Received 6/4/07
Issued 7/4/07

Muzrai Secretary's Remarks:-

The Government Advocate's opinion which was called for on this subject is contained in the Memorandum submitted by him marked with Slip Z. That officer has discussed the legal points in this case and has arrived at opinion that the Govt order contained in Govt Pro No. 5326, dated 14th May 1906 needs no alteration. He argues that the Courts had no jurisdiction to deal with Devadaya Inam lands against the -- provisions of the Inam Rules which have the --- force of Law, that Govt was not a party in the

File No. of 190 Muzrai Secretariat.

Courts Proceedings, and that Messrs Arbuthnot & Co should under the principle of " Caveat-emptor " have taken needful precautions as to the title of the lands, which the bank under mortgage, and that, although " we " made enquiries as to the willingness of Messrs Arbuthnot & Co to resolve the purchase money, it was with a view of preventing loss to the bank by not admitting their legal right to the land. [illegible] and other reasons, which are fully detailed in the Govt Advocate's Memorandum, that officer is distinctly of opinion that the --- Government order of the 11th May 190[illegible] is quite --- correct, and that there is no reason to change the order with the payment of the purchase money made by Messrs Arbuthnot & Co.

I am of humble opinion that an order may issue in the terms of the Govt Advocate's communication.

Submitted to Dewan thro' the Chief Commissioner. } 14/7/09

Muzrai Secretariat. | File No. of 190

The legal aspect of the case has been set forth by the Govt advocate. But I still think that as a matter of equity, the purchase money might be paid back to Messrs Arbuthnot & Co. Govt should not take advantage of the weakness of their case

W. Cunningham
2d Councillor

5406 8/7/07

8/7/07 (11)

I will speak to the Councillor on monday

8/8/1907

I have spoken to the 2nd Councillor - I agree with

File No. of 190 | Muzrai Secretariat.

Write the Govt Advocate
Mr Strickland is not
entitled to any Compensation
Reply may go to them in
the terms of the Muzrai
Secy's note 12/8/1907

Submitted to the 2nd Secretary
for perusal before issue
13/8/07

Orders may issue accordingly
14/8/07

Officer —
Please put up
a carefully worded
draft 14/8/07

AV.

Issue
14/8/07

Muzrai Secretariat. | File No. of 190

Note continued

Orders were accordingly issued (vide letter no 1144 dated 26th August 1904).

(Paper under disposal) Mr H. F. Strickland has again petitioned Govt. on the same subject. He states that "the question is obviously not whether the Courts had any jurisdiction but is whether the Courts having exercises jurisdiction and having passed decrees, the decrees can be set aside except by process of Law, and the point involved is whether or not Govt are bound by the laws of Realm in the same way as its Subjects are". He prays for orders on this point.

Submitted

Muzrai Secretary's remarks:—

Nothing more requires to be done now beyond the orders already passed

File No. of 190 | Muzrai Secretariat.

Mr. Strickland's letter may be filed.

The Dy Commr will be asked to report the action taken by him on the orders of Govt conveyed in Govt Pro. No 5326 of the 24th March 1906.

Yes
16/11

20?
Subd to the 2nd Joint Mtg)

15/11/1906

Some reply is due to Mr Strickland
The order ruling his letter may be
communicated to him.

16/11/07

Received
18/11/07

Serial No.

To

Mr H. D. Shrieklaud, agent,
Messrs Arbuthnot & Co.
No 25424/28.11.1907
Rates Mdt as to the question
of the alienation of a portion of the
Devadaya Dewan allotted to
Nagalamma Devare Kuttle as
You have been fully Settled, No
further Communication on the matter
has been Filed

To

D. B., Kalutara.
No. 25430/28.11.1907
Forwarded Copy.

NOTE—Contn. sheet.

GPB—50,00 1—12 8 10

1904-5.

From, N Venkata Rao, Esq.
Deputy Commissioner
Kadur District.

To, L. Anantasawmi Rao Esq.
Secretary, Muzrai Dept.

Dated 19th
Despatched } May 1905
Received

General No. 623
No.

Enclosure No. Nil

Soliciting early orders on the ? of the transfer of Khata of Sur. No 9 of Yeddur village which is a temple Inam to Messrs Arbuthnot & Co, on the existing Jodi System

Ls
20/5/05

Subject: Forests

Ls
20/5/05

Please put up a draft as personally instructed

Ls
20/5/05

Deputy Commissioners
Office Chickmagalur 19th May

From. N Venkata Rao, Esq
Deputy Commissioner,
Kadur District

To,
L Anantasawmi Rao, Esq,
Secretary to the Govt of Mysore,
Mysore Department

Sir,

I have the honor to bring to your notice that Survey No 9 of Yeddur village in the Mudigere Taluk is an Inam land endowed to the temple of Nagalamma Devaru. Mr H. J. Strickland, the agent of Messrs Arbuthnot and Co, has applied for the transfer of the Khata of this land to the name of the Company, on the ground that they have purchased the same, in a civil court sale held on account of a decree passed in their favor against Mr Rangiah Hebbar. How this Rangiah Hebbar came to be in possession of this temple Inam land is not known (to the Amildar purporto)

When the question of transfer of patta was raised by Mr Strickland, Mr

Mr. M. Narain Rao pointed out to him that the land was temple Inam and that the patta could not therefore be transferred to the Company's name, but that a note would be made in the village accounts to the effect that Messrs. Arbuthnot and Co, had taken the place of the late Mr. Rangiah Hebbar and should pay the full assessment of the land, viz Rs 18/-, to the temple.

In reply to Mr. Narain Rao's letter, Mr. Strickland wrote saying that the Company was paying only Rs 4-8-0 and not Rs 18/- as assessment of the land in question. Evidently the 18 rupees demanded by Mr. Narain Rao represents the full assessment on the Inam land while the Rs 4-8-0 referred to by Mr. Strickland represents Only the Jodi and other cesses.

The land is reported to be in the possession and enjoyment of one Syantappa who is said to look after the temple affairs and to meet the cost of the services there.

The Question now is whether Messrs. Arbuthnot and Co. should be permitted to pay the Jodi and cesses of the land as they have been doing till now. In my opinion, no Court sale will affect the Government right to dispose of the Inam Lands endowed

---t,---

to temples and other Muzgrai uno.
and that such lands cannot be made
liable for the private debts of the person,
who for the time being is in possession and
enjoyment of these on condition of pay-
ing their produce or assessment to the
temple or of rendering services in it.

Early orders are solicited.

I have the honor to be,

Sir,

Your most obedient servant,

N. Subba Rao

Deputy Commissioner,

Kadur District.

Ans

MUZRAI

19 —19

FROM

To The Dy Commr
Kadur D.t

Dated 23rd May 1905

Despatched

Received

General No. 4287
Muzrai F. No.

Enclosure

His letter no 623 dy 9 May 1905 reporting on Khata of sur: no 9 of village in the Mudgere which is an inam land to the temple of Nagalam Devaru.

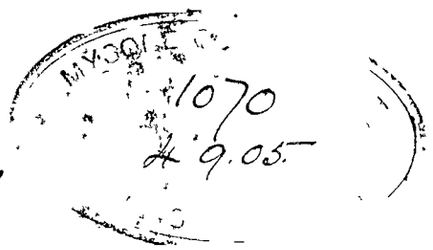
With reference to the last the honr to observe the letter under reply is very meagre. How Ramaiah Hebbar came to be in possession of the inam land is not ascertainable and why the Taluk authorities

MGCPB—2,000—9-6-02

Syam Lappa who o
re in possession of the land
previously did not protest
sale of the temple man land by the
Court, are not clearly explained

Temple inam land being
alienable in any manner,
"sale by the Court on account
certain debts alleged to be
by Ramiah Nebbar cannot
justifiable. The result of
Arbitration may be
formed that the Share of
the Temple inam land cannot be
transfered to the company's name until
finally decided by Court
In the meanwhile, the Dy Comm
is requested to submit the entire
records of the case together with
a Copy of the Decree of the Civil Court
and a fuller detailed report at
an early date. By order -

22/5/05



Refers

Ds

4/9/05

Note Subd Forden

W

From

The Deputy Commissioner
Kanara

To

The Secretary to the
Govt of Mysore
Mauzrai Depts

Dated

Despatched 24th Aug 1905
1st September 1905

Received

General No. 163
No.

Enclosure No. 3 & Kan. file

Submitting the
vernacular papers
& a detailed report
on the Kharab of S. No.
9 of Yedahalli Village
Sirsi Taluk which
is an Inam land
endowed to Nagalamma
Dev

Chikmagalur

From.

M. Thangiah Chetty Esq B.A
Deputy Commissioner
Kadur Dt

To.

L. Anantasamie Rao. Esq:
Secretary to the Government
of Mysore
Bangalore Cant—

Sir,

With reference to your docket No 4287 dated the 23rd: May 1905 observing that this office letter No 623 dated the 19th: idem regarding Survey No 9 of Yedehur village, Mudigere Taluk, was very meagre, and requesting fuller particulars as to (1) how Rangiya Hebbar came to be in possession of the Inam land and (2) why the Taluk authorities at Sejjantappa did not protest the sale of the temple Inam land, I have the honor to submit herewith the entire vernacular records ending with the Mudigere

Divisional Taluk Amildar's

report No 370 dated 18th August

1905, together with a copy of the

decree of the District Court

Shimoga, in original suit No 65

of 1895-96, and the certificate

of sale in execution No 40 of 1902-03

on the file of the same court ob-

tained from Mr. H.F. Strickland

with his letter dated the 12th

June 1905, a copy of which is

also herewith submitted.

2. It will be seen from the above,

that Syamtappa has been in pos-

session of the Inam land for about

40 years, that some time before 1893

one Mangappa (now dead), a

distant cousin of his who had

the management of the land

in question, sold one acre out of

it to the late Ranajya Helbar

who transferred the same to

Messrs Arbuthnot & Co under

a deed of mortgage dated 15th

1st February 1893, there in the is Execution Proceedings which were instituted by the Company against Rangaiya Hebbar; the entire Survey Number instead of only the portion mortgaged to them was erroneously brought to sale and purchased by them for Rs 220/- and that Sanjeevaiah's possession of the land except one acre had not been disturbed, although for the past 5 or 6 years he has not been paying the Sale amount.

Sanjeevaiah when questioned as to why he did not protest the sale of the land, says that he had no notice of the same and the Amildar is not able to ascertain whether any notice or proclamation of sale was received in the Taluk office, or published in the village and why no protest was filed to prevent the sale of the Inam land

Shanbhogue of the Village states that the khata of the land in question stood in the name of Manjabbe until the year 1893, when it was transferred to the temple, and that ever since Ranjiah Helaber and subsequently the Company have been paying the cess amount.

Mr Strickland in her letter above referred to, admits that only one acre was mortgaged to the Company and requires the registry of that extent and the refund of the proportionate amount of Rs 190.10.8 on the remaining extent which was erroneously included in the plaint and therefore sold by the Court.

I agree with my predecessor Mr Venkata Rao, in the opinion that no Inam land endowed to a temple could be alienated

and sold for private debts

solicit the final orders of Govern-

ment for communication to Mr

Strickland.

I have the honor to be,

Sir,

Your most obed servant

[signature]

Offg Deputy Commissioner

Kandy 8th

KH

From.

H. F. Strickland Esq
Shimoga

To.

N. Venkata Rao Esq:
Deputy Commissioner
Kadur Dt.

Dated Shimoga, 12th June 1905.

Sir,

I have the honor to acknowledge receipt of your docket No 1610 of the 30th ultimo enclosing me a copy of Docket, No 4287 of the 23rd idem from the Secretary to the Government of H. H. the Maharaja of Mysore to yourself.

The total area of Survey No 9 of Yedavur village, Bhadravara Taluk, Kadur District is 9 acres 20 guntas

Under the Deed of Mortgage dated 15th February 1893, Ramiah -

Rungiah Hebbar

acre of the Survey Number to Messrs Arbuthnot & Co; but in the preparation of the schedules to the plaint, which were checked with the Revenue Records, the full area namely 7 acres 20 guntas was entered instead of 1 acre entered in the mortgage deed.

I am aware of how Rungiah Hebbar came himself to own this piece of land, but apparently he was in possession of it for some considerable period before he mortgaged it to Messrs Arbuthnot & Co.

Under the decree in O. S. No 65 of 1895/96 on the file of the District Court Shimoga, the whole of this Survey Number namely 7 acres 20 guntas, was held liable, -- (together with the other lands described in the Schedules to the decree) for the mortgage debt due by Rungiah Hebbar to Messrs Arbuthnot & Co.

This decree was upheld by the

Decree of the Chief Court

Regular appeal No 288 of 1900-01

dated 25th August 1902.

By order of the District-

Court of Shimoga, dated 30th

March 1903, this land (together

with the others described in the

Schedules to the Execution Petition

No 200 of 1902/03) was directed to

be sold.

All formalities prescribed by

the laws of the country were -

scrupulously observed, and

Copies of the Proclamation of

sale were posted up in the District

and Taluk offices, and I respect-

fully submit that Government

is precisely the same position

as private parties, and are bound

in conformity with the laws of

land, to file and prove any

objection to such sale which they

may have.

In this instance (as it now

transpires) it would have been

sufficient had Government

brought the fact to notice - more land was being sold than was included in the Mortgage Deed.

The land was sold on the 12th July 1903 and was purchased by Messrs Arbuthnot & Co for 2201-.

Neither in the original Suit nor in the Execution proceedings was any claim to the land preferred, though as I have pointed out, all due formalities required by law were observed, and consequently in due course the sale was confirmed by order dated 13th November 1903; and possession was delivered by the District Court on the 12th to 14th March 1904.

Under these circumstances I respectfully submit that it is not now competent to Government to ignore the Decree of its Chief Court, which in effect

effect declared the whole of the Survey No to be subject to Messrs Arbuthnot & Co's claim, or to set aside the Proceedings in execution of the Decree.

Messrs Arbuthnot & Co are in legal and rightful possession, and their possession must be considered good until the sale proceedings are set aside by a Regular Suit.

I have, however, placed the facts as now represented in your letter and that of the Secretary to the Government of His Highness the Maharajah of Mysore, before Messrs Arbuthnot & Co and am directed by them to say that in view of the fact that only 1 Acre out of S. No 9 of the Yadiyur village was mortgaged

to them, may be willing to relinquish the balance of 6 Acres so granted upon the repayment to them of the proportionate amount paid by them at the Court sale, which is Rs 190.10.8.

I have therefore the honor to request that you will kindly obtain the orders of Government to this effect and to the 1 Acre being entered in Messrs. Arbuthnot & Co's name in the Revenue Records

In respect of the above statement I have the honor to refer you to the

1. Decree of the District Court in O.S. No 65 of 1895-96;

2. Certificate of sale in Execution No 40 of 1902-03 District Court, Shimoga

sent to you together with my letter of the 15th instant in respect of the claim now set up to other

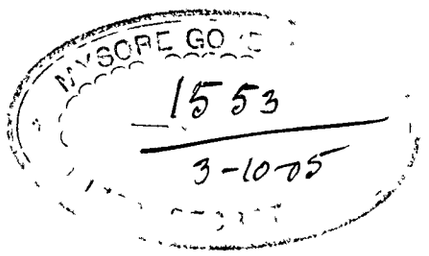
to other lands.

Yours etc.

(Sd) H. T. Strickland

Copy?

Offg Deputy Commissioner
Kasur Dt



Rupees
Rs
2/10/05

Note submitted
17-10-05

190.5. 176

From
The Deputy Commissioner,
Kadur District

To The Secretary to the Govt
of Mysore,
Revenue Department

Dated 28th
Despatched 30th } September 1905
Received.

General No. 261
No.

Enclosure No. One

Stating that from the enclosed copy of certificate of the Asst Comm, Shimoga, only 1 acre in S No of Yedur, Mudgere Taluk, was delivered to the deemed holder

Office of the Deputy Commissioner.
Kadur District.
Dated Chikmagalur 28th September 1905.

From

M. Chengiah Chetty, Esquire, B.A.,
Deputy Commissioner,
Kadur District.

To

L. Anantasami Rao, Esquire, B.A.,
Secretary to the Government of Mysore,
Mugrai Department.

Sir,

In continuation of this office letter No 163 dated the 12th instant regarding the transfer of khata survey No 9 of Yedalur village, Mudgere Taluk, I have the honor to state that from the certificate of delivery of possession since furnished by Mr Strickland, it is ascertained that the possession of only one acre out of the total extent of the land has been delivered to him by the Court Ameen

I have the honor to be,
Sir,
your most obedient servant,

R. Ranga Rao
for Deputy Commissioner
Kadur District.

* copy enclosed

From

To The Superintt of Inam Settlement in Mysore

Dated 19 Sept^r '05.

Despatched

Received

General No. 1462
No.

Enclosure No.

Has the Hond to request to be furnished with an extract of the Inam Reg^r relating to the grant of Sur: no 9 of Yeddur Village in the Mudgere Taluk, as inam to the temple of Nagalamma Devaru in the said village

By order

17/9/05
Secy. Mys: Dept^t

Ld
16/9/05 by 16/9/05

1574

1905

4/10/05

From

The Superintendent of
Inam Settlements
in Mysore.

To

The Secretary to the
Government of Mysore.
Muzrai Department

Dated 3d
Despatched 3d } October
Received

General No. 54
No.

Enclosure No. 1

As requested in his docket No. 1462 of the 19th September 1905, has the honor to forward herewith, an extract of the Inam Register of lands pertaining to Nagalamma Devaru in yeddur village, Mudgere Taluk:—.

Supdt: of Inam Settlemt

Register sheet No 137

Village Yoodoor

Sammuttu Kalaca

Taluk — Wastara.

Copy of the

Register of Inams in the village of Yedoor in the

CLASS, EXTENT AND VALUE OF INAM

Number of case or entire holding under one grant in this village	General class to which the Inam belongs	Survey No. and name of field or fields comprised in the grant. Dry, wet or garden	Extent: Local measure. Even where the local measure is in acres, guntas, and annas, it is to be entered in this column	Extent: Measure in acres and their fractions in decimals
1	2	3	4	5
1	Devadaya	Inam account 1857. wet	6-10	
		Chittas & Pahanies 1837 to 71.		
Wargdars' Inam	wurgha	Cogno	Fields	Exempt C.C.P Doya
Inamjappah	4	2	8	20-2-8 "
		Particulars of	Inam	
		Cogno	Fields	Exempt C.C.P Doya Beriz- Rs a.p
		No-324	39	1-0-0
		"	43	1-10-0
		"	49	2-10-0
		"	53	1-10-0
		"	54	0-10-0
		"	56	1-10-0
		"	46	1-10-0
		"	47	0-10-0
			9-10-0	— " 16-14-5

Sammat of Kalasa in the Taluk of Washara

		DESCRIPTION, TENURE AND	
Old assessment	Survey assessment	Description of Inam	
Where no survey has been made and no assessment fixed by Government, the cess paid by the ryots to the Inamdar, or the average assessment of similar Government land, should be entered in column 7		If for service, it is to be stated whether the service is continued. If for tanks, buildings, &c., whether they are efficiently kept up Hereditary or for life	Whether free of tax, &c., or liable to quit-rent, i.e. jodi, &c., and amount of latter to be entered
6	7	8	
for adoption 12-3-2		For worship of the Deity in Column 15.	
Beriz Rs-a-P 38-6-7	Dottar Rs-a-P 12-3-2	The Service is said to be rendered.	
Thar 1 as P			
2-3-2			

in the District

DOCUMENT IN SUPPORT OF THE TITLE	
Written instruments in support of the claim, original sanad, all miscellaneous documents, and other proofs of long possession	By whom granted; and in what year
In this column it should be stated whether the Inam is held with or without terms of all documents produced should be given grant, whether the grant is proclaimed or lost, &c., and the general specification of	
11	10

Cadoor

NAME AND RELATIONSHIP OF ORIGINAL GRANTEE AND

Name of original grantee	Name entered in the register prepared by Poonnah up to 1810	Name entered in the accounts subsequent to 1810
12	13	14
	No previous accounts.	Duan account 1832 Ragalammah Rs. 12-3-2 Do. account 1857 C. C. P 6-10-4 Rs. 12-3-2

of the

OF SUBSEQUENT AND PRESENT HOLDERS

Particulars regarding present owner. If the inam has been subdivided, the name, &c., of each sharer should be entered in the columns			
Residence, name and age, &c.	Relation to original grantee or subsequent registered holders	Surviving heirs of the present incumbent	If unconnected with the original holders, possession how obtained, and in what year
15	16	17	18
Yedoor Nagalamma Devaru Patail Nagappah renders service & enjoys the Inam	"	"	

Division

LENGTH OF POSSESSION

Abstract of the orders already issued by the Commissioner or the Superintendent of the Division on lapses regarding validity or excess of the Inam. Assistant's opinion and recommendation	Review by the Special Assistant and confirmation by the Inam Commissioner
19	20

This Inam exists in the warg of Ranjapah, minor nephew of the Potail Ragapah, who possesses the warg as well as the temple service. —
The position of the Inam is unknown. —

To be confirmed free of tax.

[Signed] C. Loobkow
Assistant.
9-3-72

1. Whole Grant. Devabaya
2. Jari - cultivated
3. W & I same, Form II
4. Land confirmed free to Manager

[Signed] J. Puckle
Offg. Inam Supt.
13-6-74.

"Copy"

[Signature]
Supt. of Inams etc
in Mysore

Confd.
Inam Superintendent's office
Bangalore, dated 8th Octr 1905

No. 229/D/15.11.05
Encl. 3 file

I.

To the Commissioner
Kumbum District—

With reference to this letter no 163 dated 21st September 1905 and the Lamas Superintendent's Bankul no 54 dated 3rd October 1905, I have the honour to request information on the following points :—

From the Lamas Reply it is observed that at the time of the Lamas settlement in 1872 the Lamas were in the name of one Manjoppa who used

(2)

to perform the temple service

but that it was confirmed

as Devadaya Grant. The

present possessor of the

land is reported to be one

Santappa, who looks after

the temple affairs, and

enjoys the Inam - If so,

what does he say in the

matter of redeeming the

land from messrs Arbuthnot & Co

by payment of the full

amount of Rs 2202 Do the

latter agree to resume

give up the land mortgaged

to them, viz, one acre, on

payment of the amount

paid by them, if in consideration of the fact

that the Devadaya Inam lands are inalienable

ii What is the annual

income from the whole

extent

of the land and from the price of land (one and, Arbuthnot
purchased by messrs. H.C. at the auction sale?

(iii) What are the terms to be mentioned in the temple and what is the amount spent by Sankappa thereafter?

(iv) What is the Govt's opinion in the matter of compelling Sankappa to restore the temple sold by public auction Known land on pain of being dispossessed of the ~~of~~ remaining portion also, in case he fails to do so?

2. The enclosures are returned for reference

and

and resubmission

By order

11/11/05

Dpt-

Secretary

Imperial Dept-

ks

18/10/05

1906

E GOVERNMENT
3741
28 9

Refers

R1
28/2/06

Note contd overleaf

W/2/3/06

From
The Deputy Commr &
Kaira District

To
The Secretary to the Govt of Bombay
Revenue Dept

Dated 24th

Despatched 27th January

Received

General No. 592
No.

Enclosure No 1 & 3 files

Furnishing information on certain points asked in connection with Govt. Mog of Godhra, Mundgere Taluk.

Chikmagalur 4th February.

From

M. Chengiah Chetti Esq, B.A.
Offg: Deputy Commissioner
Kadur District.

To

L. Anantaswami Rao Esq, B.A
Secretary to the Govt of Mysore
Mulgrai dept

Sir,

With reference to your docket No 2291 dated the 15th November 1905, calling for certain further information touching S. No 9 of the Yedur village, Mudgere Taluk, I have the honor to state that Shantappa is not willing to pay the full amount of the purchase money of Rs 220/. He says he would pay Rs 25/ and redeem 1 acre of land mortgaged to the company and refuses to give up the remaining portion of the land on the ground that he has long been in possession of the same. As regards the question whether the company agree to give up the one acre on payment of the amount paid by them, Mr Strickland, their agent, was addressed and a copy of his affirmative reply is herewith submitted.

2. The annual income of paddy is estimated to amount to 30 Kandies from the whole extent and 6 Kandies from one acre purchased by Messrs Arbuthnot & Co. The Kandy is of 50 seers and may be valued at 1 rupee.

3. It is ascertained that worship on Tuesdays and Fridays, Uttsavam in the month of Chitra and Navadeepa, Nityapuja and Panchamrita in Navaratre, are the services that are rendered periodically in the temple, and that an expenditure of Rs 30/. is incurred annually on that account.

4. As regards compelling Shanta Appa to redeem the temple inam land sold by public auction, I am of opinion that this cannot be done as the land being a Devadaya Inam, it was inalienable and as such the Company's purchase cannot be recognized.

5 The enclosures received with the above are herewith returned.

I have the honor to be,

Sir,

Your most obedt Servant,

[illegible]

Deputy Commissioner

Kadur Dist

Shimoga 20th February 1906

To

The Deputy Commissioner
Kadur District

Sir,

Your docket No 832 of the 28th November 1905 has remained unanswered owing to my absence from India.

I have the honor to reply that under the circumstances stated viz; that the major portion of S. No 9 of Yedur village, Mudgere Taluk, belongs to the Balasa Temple, Messrs Arbuthnot & Co are willing to give up the whole of the survey number purchased by them at Court auction upon the repayment of Rs 220/- paid by them.

I would be much obliged if you would kindly return the certificate of sale and other copies of records forwarded you with my letters of the 1st June and 8th September 1905.

I have &c

(Sd) H. J. Stuckland

Copy

for Deputy Commr
Kadur dist

Muzrai Secretariat. | File No. of 190

Muzrai

Read :—

Docket no 5-4 dated 3rd October 1905 from the Superintendent of Inam Settlements in Mysore, forwarding an extract from the Inam Register of lands pertaining to the Nagalamma Devasthanam temple in the Agrahara village of the Mudigere Taluk.

Correspondence ending with letter no 5-92 dated the 27th January 1906, from the Dy Commissioner of the Kadur District.

No. 5326 B/17.5.06
Encl 3 file

Order :— Survey no 9 measuring 7 Acres 20 Guntas in the Agrahara village of the Mudigere Taluk is a Devadaya Inam

File No. of 190 | Muzrai-Secretariat.

complained at the Inam
for Enquiry in
Settlement to the Mangalamma
Devasam Temple in the said village
From the records received
from the Dy Comr, it appears
that one Manjappa, who had
the management of the land
in question, sold one acre
out of it to the late Ramjaik
Hebbar some time previous to
year 1893, and that the latter
transferred the same to Mysore
Subbarmma &c., under a
Deed of mortgage dated the
1st February 1893, and that
on account of the mortgage
debt due by the mortgagor the
entire S. number, instead of only
the portion mortgaged, was
erroneously brought to Sale

Muzrai Secretariat. File No. of 190

by order of the District-
Court of Shimoga, and
the same was purchased
at the sale by messrs
Subbaiah & Co for Rs 220.
Though the entire number,
consisting of 4 Acres 20 Guntas
was purchased by the
Company, yet only one
acre, which was the portion
originally mortgaged to them, has been
in their possession and
enjoyment, the remaining
portion of the land being
in the enjoyment of one
Sunkappa, who is required
to (work) upto the Temple appoint
conducting the stipulated
services therein -

2. Mr Strickland, Agent

File No. of 190 | Muzrai Secretariat.

of messrs Abdulmul & Co., has applied for the transfer of the Khata of this land to the name of the Company, and the ground that they purchased the same in civil Court-Sale; but the Dy Comr is of opinion that the land being a Devastana Inam, it was inalienable and as such, the Company's purchase cannot be recognized. Mr. Strickland, the Agent, Company's argues that the Company's possession of the land must be considered good, until the Sale proceedings are set aside by a regular Suit.[3] // With reference to the objection raised by our Strickland Government

Muzrai Secretariat. | File No. of 190

obvious that Devadayam
lands cannot be
made liable for the private
debt of the person, who, for
the time being, is in possession
and enjoyment ~~thereof~~ of ~~the~~
certain as to the payment of
or conditions ~~of paying the~~
produce or ~~of paying~~ assessment
to the temple or of rendering
services in it. They therefore
direct that the alienation
in question be treated as
~~possession~~ per terms of the Government
notification no 266 dated
the 17th November 1877. ~~in~~
~~the~~ The alienation having
taken place subsequent to
the 31st January 1853, ~~the~~
clause B of the Rule II of the
said notification has to

File No. of 190 | Muzrai Secretariat.

to be made applicable in this case and the Dy Comrs is requested to take the necessary action accordingly.

Dbl. 24.4.1906

Secretary to Govt. Muzrai Dept.

23/4/06

To

The Dy Comrs, Northern Dl, returning the cases.

Received from Govt 12/5/06

12.5.1906

May this be printed

14/5/06

17/5/06

Proceedings of the Government of His Highness the Maharaja of Mysore, Muzrai, dated 14th May 1906.

READ—

Docket No. 54, dated the 3rd October 1905, from the Superintendent of Inam Settlements in Mysore, forwarding an extract from the Inam Register of the lands pertaining to the Nagalamma Devaru temple in the Yedur village of the Mudgere Taluk.

Correspondence ending with letter No. 592, dated the 27th January 1906, from the Deput Commissioner of the Kadur District.

No. 5326, DATED BANGALORE, THE 14TH MAY 1906.

ORDER THEREON.—Survey No. 9 measuring 7 acres and 20 guntas in the Yedur village of the Mudgere Taluk is a Devadaya nam confirmed at the Inam Settlement for service in the Nagalamma Devaru temple in the said village. From the records received from the Deputy Commissioner, it appears that one Manjappa, who had the management of the land in question, sold one acre out of it to the late Rangiah Hebbar some time previous to the year 1893, that the latter transferred the same to Messrs. Arbuthnot & Co. under a deed of mortgage, dated the 1st February 1893, and that on account of the mortgage debt due by the mortgager the entire survey number, instead of only the portion mortgaged, was erroneously brought to sale by order of the District Court of Shimoga, and that the same was purchased at the sale by Messrs. Arbuthnot & Co. for Rs. 220. Though the entire number consisting of 7 acres and 20 guntas was purchased by the company, yet only one acre, which was the portion originally mortgaged to them, has been in their possession and enjoyment, the remaining portion of the land being in the enjoyment of one Santappa, who is reported to be looking after the temple affairs, conducting the stipulated services therein.

2. Mr. Strickland, agent of Messrs Arbuthnot & Co., has applied for the transfer of the khate of this land to the name of the company, on the ground that they had purchased the same in Civil Court sale; but the Deputy Commissioner is of opinion that the land being a Devadaya inam, it was inalienable and as such the company's purchase cannot be recognized. Mr. Strickland, the company's agent, argues that the company's possession of the land must be considered good, until the sale proceedings are set aside by a regular suit.

3. With reference to the objection raised by Mr. Strickland, Government observe that Devadaya inam lands cannot be made liable for the private debt of the person, who, for the time being, is in possession and enjoyment thereof on certain conditions as to payment of produce or assessment to the temple, or rendering services in it. They therefore direct that the alienation in question be treated as per terms of Government Notification No. 266, dated the 17th November 1877. The alienation having taken place subsequent to the 31st January 1853, Clause (*b*) of the Rule (ii) of the said notification has to be made applicable in this case, and the Deputy Commissioner is requested to take the necessary action accordingly.

B. K. VENKATA VARADA IYENGAR,
Secy. to Govt., Muz. Dept.

To—The Deputy Commissioner, Kadur District, returning the enclosures.

Exd.—C V.

1905-06

GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE

MUZRAI

PROCEEDINGS

Dated 14th May 1906

No. 5326

Passing orders regarding the alienation of an inam land endowed to the temple of Nagalamma Devaru at Yedur village in the Mudgere Taluk.

GPB—21-6-06—200

MGOPB—2,500—1-8-06

To

W. H. Strickland Esq

Shimoga

2235 Ems

27.10.06

Sir,

I have the

direction to return

herewith your review

petition Regd no 2083

dated the 2nd Oct-1906,

together with its

enclosures, regarding

a portion of land

belonging to the Kalasa

at Kalasa

temple and to request-

that it may be duly

with a Court Fee Stamp of 2 Rs

stamped, and re-

-transmitted to this Office

Received

25/10/06

25/10/06

Yours

Registered

3182

Shimoga
30th Dec 1906.

Rupees
Rs
3/1/07 C. Anantasami Rao Esq B.A.
C 6/1/07 Secretary to the Govt of H.H. the Maharajah
of Mysore.
Muzrai Department.

Sir,

I have the honor to acknowledge the receipt of your No 2235 Ex 5., and to return the appeal Memo, duly stamped, as required.

I have the honor to be
Sir
Your most obedient servant
N. Pai

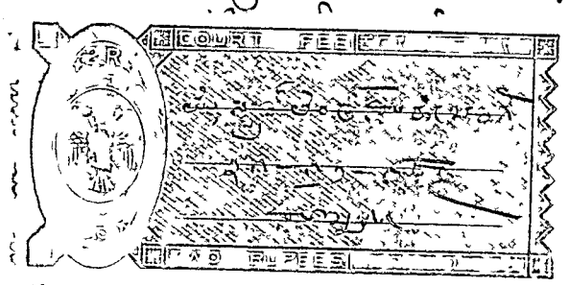
Received by Regd post 13-10-06 Jo

3712/Rev

Bangalore
2 October 1906

I 13-10-06

The Chief Secretary
to the Government of His Highness
the Maharaja of Mysore
Bangalore



Sir,

I have the honor to appeal against the decision of the Deputy Commissioner of Kadur in his letter No 122 of the 17th July 1906 declining to pass on to the Government my request that Government Order No 5326 dated 14th May 1906 might be reconsidered for the reasons stated in my letter to the Deputy Commissioner, and that the alternative course suggested by me in my letter might be accepted by the Government.

I

Compiègne
2 October 1906

To

The Chief Secretary
to the Government of His Majesty
The Protectorate of Tunisia
Compiègne

Sir,

I have the honour to submit
herewith the decision of the Chief
Commissioner in the matter of
the application for declaring as
to the Government ... [illegible]
Government Order No 3345 dated 14th
January 1906 may be re-considered
for the reasons stated in my letter
to the Chief Commissioner dated [illegible]
alternative course suggested in my
same letter might be accepted by the
Government.

I append hereto,

1. The Deputy Commissioner's letter to me Nº 1977 dated 31st May 1906.
2. A copy of my reply of the 29th June 1906 asking that the matter might be referred back to the Government.
3. The Deputy Commissioner's letter Nº 122 dated 14th July 1906 refusing to comply with my request.

The facts relating to this matter are as follows,-

A portion (one acre) of Survey Nº 9 of Yedur Village Mudigere Taluk Kadur District was mortgaged to Messrs Arbuthnot & Co by the late Rungia Hebbar under the Deed of Mortgage dated the 1st February 1893. It is not upon record, or Known, how or when Rungia Hebbar acquired this land, but it is now claimed by the authorities of the Kalasa Temple, and by Government acting on their behalf, that the whole Survey Number is Inam land belonging to the Temple

I enclosed herein,

1. The Deputy Commissioner's Letter to me No 1211 dated 31st May 1906.

2. A copy of my reply to the said Lr. dated 1st June 1906 asking that the matter may be referred back to the Government

3. The Deputy Commissioner's Letter No dated 12th July 1906 replying to my said letter.

The book relating to the matter are as follows,-

A Register (one sere) showing Mortgage Transactions. Tahsildar's Register of Mortgage Transactions maintained by the late Rampia Hebbar under the Head of Mortgage dated the 1st February 1894. It is not supposed to record or known how or when Rampia Hebbar acquired this land, but it is presumed by the authorities of the Talaq that he was by his servant and that he made some payment to the Government

Leaving him to the

Yours &c

Temple. Admitting that this is so it has not yet been ~~completely~~ competently decided that Rungia Nebbar had not acquired a valid title to the portion which he mortgaged to Messrs Arbuthnot & Co.

I desire to draw attention to the fact that for over 12 years past the Government have been aware of the alienation, (by sale or other method), by the Temple authorities to the late Mr Rungia Nebbar, as they received the taxes for this portion of the Survey Number from the late Mr Rungia Nebbar, and subsequently from Messrs Arbuthnot & Co during the period they held possession under their mortgage Deed from 1894.

Upon the death of the late Mr Rungia Nebbar in 1895, the Government took action under the Minor Rules in Mss: Petitions 225 & 226 of 1894/95 for the protection of the minor son, and in these proceedings they filed

Inventories

Temple. Admitting that he is so
the most dear Complicitly decided
that Rumpia Water had modernized
a model like to the Portion which he
mortgaged to Mess. Arbuthnot &
Co. desire to draw others
to the Great Hall for over 15 years but the
Government have been drawn off the
observation; by noise or other method in
the Temple authorities to the Lake
Rumpia for his Portion of the Survey
Number from the Lake in Rumpia Water Au-
-thority to be during Their hour
Field Possession under. The Proud
Clerk from Before 1895.
the Rumpia Water in 1895 the Corpo-
-ard Lock closed under the Act 35+36 of 1895
for the Protection of the Common Lands

Inventories setting out the landed properties which belonged to the late Mr Rungia Hebbar. These Inventories included this portion of Survey No. 9 of ajedur.

Further in these Proceed-ings under the Minor Rules a special List showing what lands had been mortgaged to Messrs Ar-buthnot & Co by the late Mr Rungia Hebbar was prepared, & this list includes this land. This list is attached to Mr Ramaswamy Iyengar's Report to the Deputy Commissioner dated 22nd October 1895 and is filed in the above Miscella-neous proceedings.

No protest has hitherto been made by Government or by the Temple authorities to the alienation, or to the possession of Rungia Hebbar or of Messrs Arbuthnot & Co.

Whether therefore the alienation in the first instance was

valid

Transactions taking out the loaded
properties which belonged to the late
Sir Augustus Hebden. These transactions
included His Lordship of Swanmere &
Upwater.

Further in these proceedings
application under the Minors Rules &
Perpetual Trust Allowing what Lands
Had been mortgaged to Messrs Ar-
buthnot & Co by the late Sir Augustus Hebden
was Preferred at the Trial immediately
the Grand. The Trial is ordered to be
the Ramsbottom Property Ought to be
Right Commissioner Clarke.
and is Ruled in the above Possible.
-moons proceedings.

No Protest has Further been
made by Government or by the Family
Authorities to the aforementioned -

[illegible]

valid or not, it remains that it was known to the Government, & has been endorsed by their action through all these years; I respectfully submit that it is not now open to Government to plead that it is contrary to existing proceedings of Government and is therefore ~~bonded~~ invalid

In the Original Suit No 65 of 1895-96 on the file of the District Court Shimoga this portion of Survey Number 9 was included in the Plaint Schedules, and the Decree made it liable for the mortgage debt.

The Decree was upheld on Appeal to the Chief Court.

Under the Order of the District Court dated 20th March 1903 on Execution proceedings this portion of the Survey number together with the other lands was directed to be sold. All formalities required by Law, as to Proclamations & Notifications were duly observed, and the Temple

authorities

authorities and the Government were legally notified that this portion of the Survey number would be sold

By mistake the whole of the Survey number was included in the Proclamation and it was the whole number which was sold and included in the Certificate of sale

It is but recently that I have become aware that the Plaint and Decree did not include the whole number and I of Course renounce all claims to such portion as was not included in the Decree.

This Survey number together with other lands was sold on the 14th July 1903 and was purchased by Messrs Arbuthnot & Co for

for Rs 220/- The sale was Con-
-firmed on the 13th November 1903
and possession was taken through
the Court on the 4th March 1904.

Through all these
proceedings neither the Govern-
-ment nor the Temple authorities
took any steps required by Law
to protect the interest of the Temple
(even assuming that the Original
alienation was invalid and
that therefore the Temple had
any remaining interests in
the one acre alienated)

The Chief Court of
Mysore has decreed that the
one acre mortgaged was liable
for Messrs Arbuthnot & Co's mortgage
debt, and I respectfully submit
that it is not now competent to
any authority in the land to
summarily say that the land
was

was not so liable, or to set aside the sale held under this Decree.

The validity of Messrs Arbuth-not & Co's right to this Survey Number was first called in question by the Deputy Commissioner's Docket No 837 dated 12th December 1904, in which it was pointed out that the Khata could not be trans-ferred to Messrs Arbuthnot & Co's name since the Number stood in the name of the Nagalamma Devaru.

Subsequently in his Docket No 832 of the 28th Nov: 1905 the Deputy Commiss-ioner informed me that the Govern-ment were willing to refund me the amount paid by Messrs Arbuthnot & Co at the Court sale and asked if Messrs Arbuthnot & Co were willing to trans-fer the land back to the Temple.

In my letter of the 20th February 1906 I accepted the offer, & said that Messrs Arbuthnot & Co would transfer the land to the Temple upon repayment of the Rs 220/-

It will be seen that the Government then recognized the force of the Decree of the Chief Court, & I respectfully submit that when Government put forward a proposition of a definite nature with the full facts before them, & which is accepted, I on my part have the right to rely that the proposal shall be carried through.

Under their G.O No 5326 of the 14th May 1906 the Government set aside the proposal made by themselves and accepted by me & take up an entirely new position, relying upon Clause 8 of rule 2 of Notification No 26 dated the 14th November 1877 and direct the resumption of the land without refunding Messrs Arbuthnot & Co the money which they paid for it.

I readily admit the justice of the principle enunciated in the Notification, but I respectfully point out that the Notification has now no bearing on the Case at all.

It has never yet been shown that the portion of the Survey number was alienated on account of the debts due by those in charge of the Temple property at the time. This is purely an assumption and has to be shown before the Notification can have any bearing on the matter at all.

But even assuming that Rungia Hebbar's title was invalid I respectfully submit that the Notification cannot now be enforced in face of the Decree of the Chief Court.

It was open to the Government or to the Temple authorities to rely upon the Notification during the suit when it would have been sufficient to have prevented the land from being included in the Decree.

The Notification was known to the Government then as now, but no action was taken during the suit or in Execution, and in accordance

with

with law the Decree of the Chief Court must stand until set aside by another decree in a separate Suit.

The Notification was known to Government when they made their proposal to purchase the land back from Messrs Arbuthnot & Co; yet the proposal was made; and I respectfully submit that neither legally nor equitably Can Government now set the Decree of ~~the~~ its Chief Court aside and arbitrarily direct the resumption of the land.

The position is I submit a simple one, and is whether the Government are bound by their own Laws or not, & I respectfully request an authoritative decision upon this point; as if the Government are bound by their own laws, as are their subjects, then obviously the land in question must remain the property of Messrs Arbuthnot & Co and the Notification has no effect.

Thus

Thus under the legal aspect of the matter I submit,-

That it has not been shown that Rungia Nebbor's title to the one acre - mortgaged is invalid, or that the land was alienated on account of any debt due to Rungia Nebbor by those in charge of the Temple lands at that time

2. That assuming that Rungia Nebbor's title to the 1 acre was invalid the Government - ment knew of, & endorsed, the alienation by its action continuously for over 12 years.

3 That neither the Government nor the Temple authorities took any action required by law to protect the Temple rights to the 1 acre have now lapsed, & can only be revived under a separate suit

4. That the Decree of the Chief Court is binding upon Government as well upon all its subjects

I respectfully ask therefore that the G. O referred to may be

be rescinded, that Messrs Arbuthnot & Co's right to the 1 acre decreed and purchased may be recognized.

As an alternative Course however I repeat the offer made in my letter to the Deputy Commissioner dated the 29th June last namely that Messrs Arbuthnot & Co are willing of their own free will, and at their own expense to make over the whole Survey No 9 including the acre decreed to the Temple authorities free of Cost.

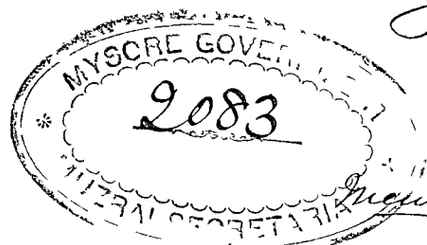
They are willing to do this as they recognize the justice of the principle enunciated in the Notification, and do not desire to be the means of depriving the temple of lands which it is entitled to in Conformity with this principle.

I have the honor to ask that the Government will be pleased

to

to accept this offer & thereby close the matter.

I have the honor to be
Sir
your most obedient servant
N. F. Strickland



No. R. 4074
Encls - 4

Transferred to the Secretary to Government, Munzrai Department, Bangalore.

Dated Bangalore
23rd October 1906

By order
[illegible]
for Secretary

From

The - Deputy Commissioner
Kadiam District

To H. D. Strickland Esq,
Shimoga

No 1977 dated 31st may 1906
Cir 143 file sent daily

Sir, In reply to your letter of the 21st instant in the matter of refunding to you the Rs 220 paid by messrs Arbuthnot & Co for Inam rights of the Yedur village, I have the honor to forward herewith for your information copy of G. O. No 5326 dated 14th may 1906 directing that the alienation be treated as per clause B of Rule 2 of Notification No. 266 dated 17th November 1871, extract of which is appended for your ready reference

"In the case of alienations made subsequent to 31st January 1853, a notice will be issued to the alinee or alinees requiring him or them to restore the lands to the institutions to which they belong, within 6 months from date on which the notice is served on the alinee or alinees, or his or their agents or managers who may be in charge of the lands and default of compliance, the lands will be summarily presumed & restored to the institution by the Revenue authorities under instructions from the Inam Superintendent."

The Amildar has been directed to issue the

notice required under that rule.

2 The enclosures to your letter of 1905 are returned to you under a separate registered cover.

I have the honor to be,

Sir,

Your most obedient servant,

W. Ishmael

for deputy commissioner

Kadur District

WAM

Proceedings of the Govt of H. H. the Maharaja of Mysore

Mysore

Read:-

Docket no 54 dated the 3rd October 1905 from the Supdt of Inam Settlements in Mysore, forwarding an extract from the Inam Register of the lands pertaining to the Nagalamma Devasthana temple in the Yedur village of the Mudgere Taluk.

Correspondence ending with letter no 592 dated the 27th January 1906 from the Deputy Commr of the Kadur District.

Order thereon no 5326
dated Bangalore the 14th May 1906.

Survey nos measuring A G 7-20 in the Yedur village of the Mudgere Taluk is a Devadaya Inam confirmed at the Inam Settlement for service in the Nagalamma Devasthana temple in the said village. From the records received from the Dy Comr it appears that one Kanaya Upa who had the management of the land in question sold one acre out of it to the late Rangia Hebbar sometime previous to the year 1893, that the latter transferred the same to Messrs Arbuthnot & Co under a deed of mortgage dated the 1st February 1893, & that on account of the

non the mortgage the said

survey of only the
mortgaged, was erroneously
by order of the dist court of Shimoga
the same was purchased at the sale by Messrs
Arbuthnot & Co, for Rs 220/. Though the entire
number consisting of A-G 7-20 was purchased by the
Company, yet only one acre which was the por-
tion originally mortgaged to them has been in
their possession & enjoyment, the remaining por-
tion of the land being in the enjoyment of one
Santappa, who is reported to be looking after
the temple affairs, conducting the stipulated ser-
vices therein.

2 Mr Stuckland, Agent of Messrs Arbuthnot & Co
has applied for the transfer of the Khata of
the land to the name of the company, on the
ground that they had purchased the same in
Civil Court sale; but the Dy Comrs is of
opinion that the land being a Devadaya Inam
it was inalienable & as such the company's
purchase cannot be recognized. Mr Stuck-
land, the company's Agent, argues that the
company's possession of the land must be
considered good, until the sale proceedings
are set aside by a regular suit.

3 With reference to the objection raised
by Mr Stuckland, Govt observe that Devadaya
Inam lands cannot be made liable for the
private debt of the person, who, for the time
is in possession & enjoyment thereof

conditions as to payment of
an assessment to the temple or
rendering service in it. They therefore
direct that the alienation in question be treat
ed as per terms of Govt Notification No 266
dated the 17th November 1877. The alienation
having taken place subsequent to the 31st
January 1853, Clause B of the Rule II of the
said notification has to be made applicable
in this case & the Dy. Comr is requested
to take the necessary action accordingly.

Sd/ B. K. Venkatavaradanigar
Secretary

Copy

Under Secy to
for Deputy Commr
Kadur Dist

Sandur State,
Bellary District
29th June 1906

To.

The Deputy Commissioner
Kadur District
Mysore Province

Sir,

I have the honour to acknowledge the receipt of your letter No. 1977 of the 31st ultimo forwarding me a copy of the G. O. No 5326 ~ dated the 14th idem

I note that the Government rely upon clause "B" of rule 2 of Notification No. 266 dated the 17th November 1877 which declares that Inam lands are inalienable, and that they now ~ direct that Survey No 9 of Gedur Village be resumed by Government and made over to the Kalasa Temple.

I by no means dispute the equity of the Notification refered to and I readily subscribe to the principle that lands granted for Charitable and Religeous purposes ought not to be liable for the debts of those temporarily in charge of them.

I venture however to represent to Government that this is an entirely new aspect of the matter and that the Notification is not embodied in the Revenue Code and is not within the ~ knowledge of the public.

I also respectfully represent that Messrs Arbuthnot & Co are doubly prejudiced by the Government now for the first time ~ taking action in accordance with the Notification referred to

The Government and the Temple authorities had the Notice required by Law of Messrs Arbuthnot & Co's action and had the Notification then been adduced and relied upon the land would have been excluded from the Execution proceedings and Messrs Arbuthnot & Co would not have purchased it and would have had their remedy for the increased unsatisfied balance of the Decree and the present settlement is further contrary to the former decision of Government which offered to purchase the portion originally mortgaged at the same rate as Messrs Arbuthnot & Co ~ purchased the full Number.

Messrs Arbuthnot & Co's action through out has been in accordance with Law and they have done nothing to render themselves liable for the loss which would be entailed by the present proposed action by Government.

The Government authorities had their remedy but having failed to use

it, matters, I submit, must proceed in accordance with Law.

Before therefore dealing with the matter upon the ground of the Notification I venture to claim that it shall be dealt with according to Law and fact.

I submit that notwithstanding the Notification allows Arbuthnot's right to the whole Survey No. 9 of Gedur Village is incontestable being based upon a Decree of the Chief Court itself.

The Notification would have been sufficient ground to cut out the land from the Suit and Decree. But it was not adduced and the Decree of the Chief Court must now stand until set aside by a regular Suit.

The rights of the Temple have not lapsed but through their action they now stand debarred from the right to enforce them through orders of Government and must take action in accordance with Law.

In this matter I am relying upon the Laws of the Land which are more inviolable than the Notification referred to.

I venture to believe that upon consideration the Government will not claim to set a Decree of its Chief Court except by the ordinary process of Law; but should the Government still

hold that the terms of the Notification can be enforced in opposition to the Decree of the Chief Court I must with all due defference claim that the point shall be determined in a Suit before the Chief Court itself. The precise issue being whether or not the Government are bound by its own Laws.

As an alternative course I have the honour to inform you that Messrs Arbuthnot & Co are willing of their own free will and at their own cost to make over the land in question by gift to the Kalasa Temple. notwithstanding the fact that Government have already closed the matter by offering to purchase the portion of the Number Originally mortgaged for the same price as Messrs Arbuthnot & Co paid for it at Court sale ~ (Vide your Docket No 832 of 28th November 1905)

They are willing to do this as they hold with the principle of the Notification and do not desire to be the means of depriving the Temple of lands which it is justly entitled to.

I have the honour to ask that you will kindly pass on this letter to the Government and I hope that you will be able to see your way to advocate the adoption of the above alternative Course.

I have the honour to be
Sir
Your most obedient Servant
H. F Stuckland

No. 122.

M. Chengiah Chetty Esqr B.A.
Deputy Commissioner
of Kadur

To
H. F. Stuckland Esqr
(Camp) Sandur Estate,
Bellary District

Dated, Chikmagalur, 17th July 1906

Sir,

With reference to your letter of the 29th ultimo in re the resumption of S. No. 9 of Yeddur village, Mudgere Taluk, I have the honor to inform you that as the Government have finally decided the matter after considering the case in all its aspects, I regret that I am unable to make any further representation to Government on the subject. I may, however, point out that clause 2 of the Waste Rules distinctly lays down that that such lands when diverted from the object for which they are granted by means sale, etc, including Court Sale, the

rules shall be observed. However, ignorance of the provisions of the rules cannot be accepted as an excuse for their infringement.

2. There is, however, no objection to your addressing the Government direct in the matter, if you think that you are aggrieved by that order.

I have the honor to be,
Sir
Your most obt. Servant,

Deputy Commissioner,
Kaduna District.

Asst

(Draft as per Dewan's order)

Ord.

No. 4880 dt 17-4-07
Encl file with
office note pp 18.

The foregoing order of the Dewan are forwarded to the Govt. Advocate together with the entire file and the Office note on the subject, with a request that the question might be thoroughly gone into as to the legal rights and liabilities involved and the opinion of the Govt. Advocate

carf date

By order

7/4/07

Draft.

Secy War Dept

ls
7/4/07

W. O. No. 23.

Government of H. H. the Maharaja
of Mysore.
Nuzrai Department.
Dated Camp Yedatore 1st April 1907

No. 4880
Encl file with
Office Note pp 8.

Official memorandum

The foregoing orders of the Dewan are forwarded to the Government Advocate together with the entire file and the Office Note on the subject, with a request that the question might be thoroughly gone into as to the legal rights and liabilities involved and the opinion of the Government Advocate furnished in the matter at an early date.

By order,
[signature]
Secretary
Nuzrai Department.

To W. O. No. 23.

4885
25.4.07

Please see the next page in type for a statement of my views of the matter involved.
23.4.07

[signature]
Govt. Advocate

Bd 24/4/07

Sd
25/4/07

It is not clear when and how the land in question (one out of 7 and odd acres of a devadaya inam land) was conveyed to Rangiah Hebbar. It had not been alienated -- prior to the Inam Settlement in 1872 and 1874 but we find it included in a mortgage deed in favour of Messrs. ----- Arbuthnot &Co in 1893 by Rangiah Hebbar along with several other property for a very large sum. In these circumstances the Government order No. 5326 dated 14th May 1906 directing that the alienation be dealt with under clause B of rule 2 of the notification No. 266 dated 17th November 1877 is --- perfectly a legal one. Mr. Strickland now seeks for a --- review or reconsideration of this order, mainly on two --- grounds, namely — (1) that the proceedings taken by Messrs. Arbuthnot &Co on the mortgage deed in Civil Courts which -- terminated in the purchase by them of the land in question at the court sale is binding on Government and (2) that the action of Government in proposing to repurchase the rights of Messrs. Arbuthnot &Co, by repayment to them of their --- purchase money, estops them from questioning the title of - the said Company. Both the contentions are untenable, the former for the reason that the Muzrai Department or Govern- ment was not a party to the said Civil court proceedings -

and the latter, for the reason that there was no intention on the part of the Government to repurchase the land. It - appears that the Deputy Commissioner was requested to ascertain if the purchaser was willing to give up the land to the Manager of the temple on receipt from him of the purchase - money. This was done, probably with a view to settle the - matter, if possible, in the manner pointed out by Government Order No. 7704-12/234 dated 5-1-1882, instead of having recourse to the extreme measure of removing the representative of the alienor from the management of the temple altogether and depriving the alience of the money advanced by him in - good faith. But the manager refused to pay anything more - than Rs. 20/- while Messrs. Arbuthnot & Co claimed Rs. 220/- and the Government was thus obliged to pass the order it -- did (No. 5326). On this point Government Order No. 3857-65-100 dated 24th January 1882 may also be consulted. The Government did not by any act or omission on their part, - induce Messrs: Arbuthnot & Co to believe that Ponniah Pedaiar had a good title to the land and act on such a belief. The facts narrated by Mr. Strickland do not amount to an estoppel in the sense of the term.

Messrs: Arbuthnot &Co seem to have obtained the -- mortgage from Rangiah Hebbar without insisting on his producing the title deed. If they did ask for one and none was forth coming, it was all the more incumbent on them to make some - enquiry as to the nature of the holding and as to how the registry stood in the Government records. This ordinary - precaution, which every prudent man is expected to take -- under the circumstances, would have disclosed the defect of title. They are therefore are not entitled to any consideration ~~=~~ whatever on equitable grounds. In these circumstances I fail to see any valid reason for making the temple funds bear the burden of paying the purchase money.

The court sale of the land stands in no better position, so far as Government is concerned, than a private conveyance executed by the judgment debtor (Rangiah Hebbar) - himself. It (court sale) cannot and does not prevent the - Government from dealing with the land under the Inam Rules which have the force of law. Nor is the Government bound to compensate Messrs: Arbuthnot &Co for the loss of a land --- which they purchased as belonging to a person who had no - title to the same.

24/4/07.

S. Narayanarao

Government Advocate.

Draft as per Dewans orders

No. 1144 D/26.4.07

To,

H. J. Strickland Esqr

Agent of messrs Arbuthnot & Co,

Shimoga. -

Sir,

I am directed to acknowledge the receipt of your appeal - memo registered no 3182 dated 30th December 1906 - praying for a re-consideration of the Govt Order relating to the alienation of a portion of the Devadaya Inam land endowed to Yedoor Nagalamma Devaru in the - Mudgere Taluk on the grounds, that the proceedings taken by messrs Arbuthnot & Co on the mortgage deed, in the Court Courts which terminated - in the purchase by them of the land in question at the Court sale is biun. on Govt and

of Govt. in proposing to re-
purchase the rights of messrs
Arbuthnot & co by re-payment
to them of their purchase
money, estops them from
questioning the title of the
Sais company. I am directed
in reply
to state / that the Govt observe
that the Courts has no jurisdiction
to deal with Devasanja Inam
lands against the provisions
of the Inam Rules which
have the force of law, that
Govt was not a party in the
Courts proceedings, and that
messrs. Arbuthnot & co should
under the principle of "Caveat-
emptor" have taken the needful
precautions as to the title
of the lands in question,
which they took under mortgage
from Rangiah Hebbar, and
that, although Govt. make
enquiries as to the willingness
of messrs Arbuthnot & co

to receive the purchase

money, it was with a view

to settle the matter, if possible

~~pecuniary loss to the company~~
and that such an enquiry
~~should~~ does not amount to an admission
~~and not to admit their~~
of the company's
legal right to the land.

for the foregoing reasons,
The Govt therefore direct that they are

no grounds to re-consider

their ~~forgoing~~ orders of
the 14th May 1906
Govt, on the subject, ~~and~~
and that there is no reason to charge

and as such, the company appeal is ~~according~~ rejected

not entitled to any con-
~~and also with~~
~~legal~~
the temple with the payment of the
purchase money made by the
Arbitrator &c. I have &c.

Dewan's order 14/8/07

Secretary

Copies to the Wy Comm

Resdt Dist and the Govt

Advocate, in Mysore, in contn

of Govt Ref no 5326 dated

14th May 1906 and

No 1114-54
11-6

to ~~his~~ Un-Cable Officers'
un-official memo.

No. 4885 of 25th May 1904.

By order

[illegible] 19/8/04

Secretary.

225

Rec'd by post.
Registered and entered with file and Note contained
4/9/04
AW

1159 Bangalore
5/9/02nd September 19

L. Anantasami Row Esq. B.A
Secretary to the Government of
H. H. The Maharaja of Mysore
Inuzrai Department
Bangalore

Sir,

I have the honor to acknowledge the receipt of your No 114 of the 26th ultimo:

The question is obviously not whether the Courts had any jurisdiction but is whether the Courts having exercised jurisdiction and having passed ~~dict~~ Decrees, these Decrees can be set aside except by process of Law, and the point involved is whether or not Government are bound by the laws of Realm in the same way as its subjects are, & this question remains without

a

Comm[illegible] from the Chief [illegible]

decision in your letter.

In view of the present position of the late Firm's affairs I am not prepared to take the matter up for a decision of the Chief Court and in protecting the interests of the Official Assignee & his transferees I can only ask you to be good enough to note my objection to the decision now given.

I have the honor to be
Sir
your most obedient servant
A. Pitchard.

225

Draft

Subd to the 2nd Counsellor
for appl
23/11/07

Appd by the Chief
Secretary
26/11/07

26/11/07

No. 2542 25/28 11.07

Memo.

The question of the alienation of a portion of the Devadaya Inam attached to the Nagalamma Devasthanam temple at Yedur in the Mudgere Taluk, having been finally decided by Govt as per orders communicated to Mr. H.F. Strickland, Agent of Messrs Arbuthnot & Co. in this Office No. 11444 of 26th August 1907, the Inam Commissioner from Mr. Strickland

has been ordered to be
filed.

By order

Secy Mun Dept

To

~~The~~ W.F. Strickland Esq

No 25 & 3

Copy is forwarded to
the D/Comm:, Kaduna
Dn with a request that
the action taken by him
on the orders conveyed
in Govt Bro: No 5326 of
14th March 1906, ~~should~~ may
be reported to Govt

BO

Secy

Mun Dept

KWK
26/11/07